

Expiration Date: December 31, 1995

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TOXICOLOGY TASK FORCE
AND
CALIFORNIA DEPARTMENT OF FISH AND GAME
REGARDING
DOUBLE-CRESTED CORMORANTS AND GREAT BLUE HERONS

This Memorandum of Understanding (MOU) is made and entered into on May 5, 1994, by and between Toxicology Task Force, Philomath, Oregon, hereinafter called the Investigator, and the California Department of Fish and Game, Sacramento, hereinafter called the Department.

WITNESSETH:

WHEREAS, the Investigator has expressed an interest in conducting field research involving capturing, handling, and sacrificing of double-crested cormorants (*Phalacrocorax auritus*) and great blue herons (*Ardea herodias*), which are considered "Bird Species of Special Concern" by the Department, and "Standard Exceptions" or "Additions to Standard Exceptions" on State of California Scientific Collector's Permits, and

WHEREAS, the Department encourages field research by competent investigators to expand the scientific knowledge of the geographic range, population density, habitat requirements, taxonomic status, and other aspects of the biology of these species, and

WHEREAS, the Investigator and the Department wish to cooperate in studies of these species by means of this MOU,


NOW, THEREFORE, it is mutually agreed and understood as follows:

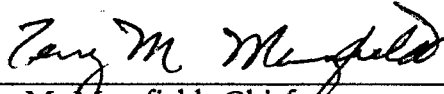
1. The Department grants to the Investigator permission to live-capture, handle, and sacrifice not more than 30 each of eggs and chicks of the great blue heron at Clear Lake, Lake County, California. The Investigator may capture, handle, collect blood from, and release at site of capture not more than 30 chicks of the double-crested cormorant. Additionally, 12 double-crested cormorant chicks may be sacrificed. At no time will any nest be left empty. The Investigator may also salvage dead individuals, feathers, fecal material, egg-shell fragments, and non-viable or otherwise deserted eggs of the great blue heron and the double-crested cormorant. Methods of take include hand, net, and trap. This MOU does not authorize capture or attempted capture of any federally- or State-listed threatened or endangered species. Field activities shall be conducted to avoid as much adverse disruption of nesting pairs as possible. These studies involve free-ranging individuals, and none may be kept in captivity.

2. The Investigator designates Dr. Marti Foster Wolfe as the principal investigator for this study. Field assistants designated for this study are as follows: Mr. Donald Norman, Mr. Steve Garoutte, and Ms. Rini Sulaiman. No other persons shall capture, attempt to capture, or handle any of the above-named species, unless and until the Investigator has notified the Department in writing of the name of that person, has provided a resume of education and experience for the person, and has received written approval from the Department.
3. Any inadvertent casualties collected during the course of this study shall be deposited in a scientific avian collection unless the Department is otherwise notified and gives prior approval to deposit in an alternate public institution.
4. No collection may be made in any marine life refuges, State game refuges, or ecological reserves without prior approval by the Fish and Game Commission. This MOU in no way grants such permission.
5. The Investigator is responsible for obtaining permission from the owners or operators of all properties prior to entering to conduct the studies authorized herein. The Investigator is also responsible for notifying the Department's local office prior to conducting field activities, as is required for all holders of State of California Scientific Collector's Permits.
6. This MOU does not relieve the Investigator of the responsibility to comply with any other Federal, State, or local law or regulation.
7. The Department will not incur any fiscal obligation under this MOU.
8. The Department contact on matters relating to this MOU is Ms. Lyann Comrack, (916) 657-4436.
9. The Investigator shall provide to the Department an annual report of activities and results, including, but not limited to, a summary of capture effort, maps and legal descriptions of capture localities, description of habitat type, and a summary of individuals captured and their disposition. In addition to the capture summary, locations where any California Species of Special Concern, Federal Candidate Species, and listed species are observed or captured shall be reported on the enclosed California Native Species Field Survey Form (please photocopy as necessary). All of the above information, including field survey forms, shall be provided on or before December 31, 1994 and December 31, 1995, to Ms. Comrack, Wildlife Management Division, 1416 Ninth Street, Sacramento, California 95814. In addition, final copies of any publications or other reports resulting from these studies shall be provided. There will be a free exchange of data and information during the course of study covered by this agreement.

10. This MOU is effective on May 10, 1994, and terminates on December 31, 1995, unless terminated sooner by either party. The Department reserves the right to terminate this MOU at its sole discretion.
11. A copy of the signed MOU must be in the possession of the principal investigator named in this agreement, along with a valid State of California Scientific Collector's Permit, whenever such individuals are conducting activities as permitted herein.

This MOU has been executed by and on behalf of the parties hereto as of the dates shown below.


Dr. Marti Foster Wolfe
Toxicology Task Force
1233 West Hills Road
Philomath, Oregon 97370


Terry M. Mansfield, Chief
Wildlife Management Division
Department of Fish and Game
1416 Ninth Street
Sacramento, California 95814

Date: May 20 1994

Date: May 10, 1994